UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

LEON CAREY, JR.
(Petitioner)

LOS ANGELES TIMES
COMMUNICATIONS, LLC,
(Employer)

Case No. 21-UD-415

and

GRAPHIC COMMUNICATIONS
CONFERENCE, INTERNATIONAL
BROTHERHOOD OF TEAMSTERS
and/or its LOCAL 140-N
(Union)

PETITIONER LEON CAREY, JR.'S BRIEF ON THE MERITS

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Attorney for Petitioner Leon Carey, Jr.

On May 26, 2009, Regional Director James Small dismissed the Petition for a Deauthorization Election filed by Petitioner Leon Carey, Jr. under Section 9(e) of the Act. Pursuant to NLRB Rules & Regulations Section 102.67, Petitioner filed a Request for Review, which the Board granted on August 14, 2009. This constitutes the Petitioner's Brief on the Merits pursuant to NLRB Rules & Regulations Section 102.67(g).

I. ISSUE PRESENTED:

Section 15.1 of the "union security" clause at issue states that employees are obligated to join or pay dues to the union "as a condition of employment." Section 15.2 of the clause states that the Employer will not terminate an employee for failure to join or pay the dues. Attempting to enforce the clause, the union has threatened all employees with civil collection lawsuits in California state court unless they pay the dues or agency fees.

The issue presented is whether Section 9(e) of the Act forbids the Board from conducting a deauthorization election where the "condition of employment" provisions of the union security clause are enforced via state court collection lawsuits instead of through the employees' termination from employment.

II. INTRODUCTION AND STATEMENT OF THE FACTS:

The Los Angeles Times ("LA Times") and the Graphic Communications Conference, International Brotherhood of Teamsters and/or its Local 140-N ("Teamsters" or "union") are parties to a contract that runs until May 31, 2011. Article 15 contains a

"union security" clause. (A copy of the clause is attached hereto as Ex. 1. The text of the clause is also repeated in the Regional Director's dismissal letter dated May 26, 2009, which is attached hereto as Ex. 4).

Briefly, the first portion of the union security clause (Article 15.1) creates an obligation on the part of employees to join or pay dues to the union "as a condition of employment." The second portion of the clause (Article 15.2) states that the LA Times will not terminate an employee for failure to join or pay dues. No enforcement mechanism is specified, but the Teamsters have repeatedly threatened to sue employees in California civil court to enforce the clause. (Ex. 2, pp. 1-8).

Petitioner Leon Carey, Jr. and other employees of the LA Times seek to remove this unwanted and unpopular union security obligation. To do so, they filed for a deauthorization election under Section 9(e) of the Act. They did so because of the union's threats to file civil collection lawsuits in California state court unless they meet their union security "obligation." (Id.)

The Regional Director's dismissal letter did not mention the union's threats of civil lawsuits (although the Petitioner provided him with these documents via a position paper dated May 15, 2009). Instead, he simply opined that the absence of a termination threat means that no deauthorization election can be held under Sections 8(a)(3) and 9(e) of the Act. The Regional Director cited no Board or court cases for this proposition. On August 14, 2009, the Board granted Petitioner's Request for Review of this important issue.

III. ARGUMENT:

POINT 1: THE TEAMSTERS' DEMAND THAT LA TIMES EMPLOYEES PAY DUES OR GET SUED IN CALIFORNIA CIVIL COURT MEETS THE STATUTORY DEFINITION OF "CONDITION OF EMPLOYMENT."

"Section 9(e)(1) reflects Congress' intent to subject union-security arrangements to employee veto." Covenant Aviation Security, 349 NLRB 699, 700 (2007). However, "union security" is not a term with a precise meaning. The common thread in all union security clauses is that there is some type of "external compulsion" to join or pay dues to the union. Thomas R. Haggard, Compulsory Unionism, the NLRB and the Courts at p. 3 (U. PA 1977).

Here, the Regional Director found that the absence of a termination threat is fatal to the claim that there exists a "union security clause" to deauthorize. The Regional Director apparently believed that the Teamsters' threat to sue employees was not enough "external compulsion" to warrant an invocation of the protections of Section 9(e). But this reading of the relevant statutes is too narrow, and undermines Congress' intent to provide employees with a veto over union compulsion in the workplace. Covenant Aviation Security, 349 NLRB at 700.

Section 9(e) of the Act allows employees to deauthorize "an agreement between their employer and a labor organization made pursuant to section 158(a)(3) of this title." Section 158(a)(3) does not "preclude an employer from making an agreement with a labor organization . . . to require, as a condition of employment, membership therein on or after

the thirtieth day following the beginning of such employment." The question presented here is whether the Regional Director's exceedingly narrow reading of these statutes is correct. The Regional Director's reading of these statutes is not correct, because the Supreme Court and the Board have interpreted words like "membership" and "condition of employment" in Section 158(a)(3) to have common-sense meanings at odds with what they literally say.

For example, Section 8(a)(3) literally requires "as a condition of employment membership" in the union, but the Supreme Court has, for all practical purposes, read the "membership" requirement out of the statute. NLRB v. General Motors Corp., 373 U.S. 734, 742 (1963) ("It is permissible to condition employment upon membership, but membership, insofar as it has significance to employment rights, may in turn be conditioned only upon payment of fees and dues. 'Membership' as a condition of employment is whittled down to its financial core.").[1]

Similarly, in cases such as Pattern Makers v. NLRB, 473 U.S. 95 (1985), CWA v. Beck, 487 U.S. 735 (1988) and Marquez v. Screen Actors Guild, 525 U.S. 33 (1998), the Supreme Court recognized its extensive re-construction of the literal statutory language.

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[1] Even in the so-called "union shop," "the membership of an objecting employee, albeit technically a union member, differ[s] from the union membership held by employees who want to be union members. . . . '[M]embership' 'as a condition of employment is whittled down to its financial core' . . . ; '[A]n employee required by a union security agreement to assume financial "membership" . . . [is] a "member" of the union only in the most limited sense.'" Kidwell v. Transportation Communications Int'l Union, 946 F.2d 283, 291 (4th Cir. 1991) (quoting General Motors, 373 U.S. at 742, and Pattern Makers v. NLRB, 473 U.S. 95, 106 n.16 (1985)).

> [Section 8(a)(3)] is the statutory authorization for "union security clauses," clauses that require employees to become "member[s]" of a union as a condition of employment. See Communications Workers v. Beck, supra, at 744-745.
>
> The conclusion that § 8(a)(3) permits union security clauses is not the end of the story. This Court has had several occasions to interpret § 8(a)(3), and two of our conclusions about the language of that subsection bear directly on this case. First, in NLRB v. General Motors Corp., supra, at 742-743 (citing Radio Officers v. NLRB, 347 U.S. 17, 41 (1954)), we held that although § 8(a)(3) states that unions may negotiate a clause requiring "membership" in the union, an employee can satisfy the membership condition merely by paying to the union an amount equal to the union's initiation fees and dues. See also Pattern Makers v. NLRB, 473 U.S. 95, 106, n. 16, 108 (1985). In other words, the membership that may be required "as a condition of employment is whittled down to its financial core." NLRB v. General Motors Corp., supra, at 742. Second, in Communications Workers v. Beck, supra, we considered whether the employee's "financial core" obligation included a duty to pay for support of union activities beyond those activities undertaken by the union as the exclusive bargaining representative. We held that the language of § 8(a)(3) does not permit unions to exact dues or fees from employees for activities that are not germane to collective bargaining, grievance adjustment, or contract administration. Id., at 745, 762-763. As a result of these two conclusions, § 8(a)(3) permits unions and employers to require only that employees pay the fees and dues necessary to support the union's activities as the employees' exclusive bargaining representative.

Marquez, 525 U.S. at 37-38.

So too, the statutory requirement that a union security clause must be enforced as a "condition of employment" cannot be taken literally to mean that the employee must be discharged for the clause to come within the ambit of Sections 8(a)(3) and 9(e). Rather, these statutes are subject to a common-sense interpretation, which would include coercive penalties short of termination (like state court collection lawsuits) within the definition of "condition of employment." As Covenant Aviation Security recognized, the Congress that enacted Section 9(e) did not contemplate the many permutations of "union security"

issues that might arise, and did not precisely define many of the terms that it was using.[2]

> Either way, the fact of the matter is that the statutory language is inconclusive, and thus it falls to the Board as the agency charged with administering the Act to fill in the statutory gap. In doing so, we are guided by the Act itself, its legislative history, and applicable policy considerations. Oakwood Healthcare, Inc., 348 NLRB 686, 688 (2006).

349 NLRB at 700.

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[2] The legislative history of Section 9(e) is sparse. Congress wanted to end the need for union "authorization" elections, but at the same time it wanted to retain employees' "safety value" and veto power to rid themselves of unwanted forced dues requirements. H.R. Rep. No. 1082, at 2-3 (1951), reprinted at 1951 U.S.C.C.A.N. 2379 (emphasis added), contains the following statement:

> UNION-SHOP ELECTIONS
>
> Subsections (b), (c), and (d) of the bill are designed to take care of its second purpose, that is to dispense with the necessity for elections under section 9(e) to authorize the making of union-shop agreements. Such elections have imposed a heavy administrative burden on the Board, have involved a large expenditure of funds, and have almost always resulted in a vote favoring the union shop. (See National Labor Relations Board Fourteenth Annual Report, beginning on p. 6.) Elimination of these elections will permit the Board to devote its time to more expeditious handling of its heavy docket of representation and unfair-labor-practice cases.
>
> At the same time the bill does not sanction the execution of a union-shop agreement by a labor organization unless within the preceding 12-month period the organization has received notice from the Board that it is in full compliance with subsections (f), (g), and (h) of section 9 and is therefore eligible to invoke the Board's processes at the time the agreement becomes effective. The provision for such notice affords a simple means of enabling all parties concerned to know conclusively whether the requirements of section 9(f), (g), and (h) have been met. While discontinuing the mandatory election procedure which has proved expensive, and unnecessary, **the bill continues to safeguard employees against subjection to union-shop agreements which a majority disapproves**. To accomplish this it is provided that the Board shall conduct elections on the petition of 30 percent or more of the employees in a bargaining unit to determine whether the union's authority to enter into a union-shop arrangement shall be rescinded.

The Board's decision in Andor Co., 119 NLRB 925, 927-28 (1957) is instructive, if not controlling, on the issue presented here. In Andor, the Board refused to dismiss a deauthorization petition where the union security clause exceeded the permissible limits of Section 8(a)(3) by requiring employees to pay "assessments" and remain "in good standing." The Board held that to dismiss the petition because the clause was not in compliance with Section 8(a)(3) would contravene Congress' intent in Section 9(e) that employees should possess a "safety valve" to remove undesired union security provisions. Id. at 928. Dismissing the petition, the Board explained in Andor, would subject employees to "continued restraint and coercion until such time as appropriate charges could be filed, processed, and adjudicated," and might "effectively destroy the statutory right of employees to eliminate union security provisions." Id. The same is true here, even though this union security clause – and the union's threats to sue to enforce it – are slightly different from the normal "pay or be fired" clause that Section 8(a)(3) allows. Indeed, the union security clause in this case may well be unlawful under Section 8(a)(3), just like in Andor, but that should not halt the deauthorization petition.[3]

In short, the Teamsters' enforcement of the union security obligation meets the statutory definition of a "condition of employment" under Sections 8(a)(3) and 9(e).

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[3] After the Regional Director dismissed this deauthorization case, Petitioner Carey filed unfair labor practice charges against the Teamsters and the LA Times, contending that the union security clause and the Teamsters' threats to sue under it are unlawful under Sections 8(a)(3) and 8(b)(1)(A). See Los Angeles Times Communications, LLC and Graphic Communication Conference-Teamsters and its Local 140N), Case Nos. 21-CA-38867 and 21-CB-14727. The Regional Director has not yet issued a decision on those unfair labor practice charges.

POINT 2: THE TEAMSTERS DO NOT BELIEVE THAT THE UNION SECURITY CLAUSE CONTAINS MEANINGLESS PRECATORY LANGUAGE.

The Regional Director found that the absence of a contractual termination threat in this case is fatal to the claim that there exists a union security clause to deauthorize. Unfortunately for Petitioner and his colleagues, the Teamsters union and its officers do not believe that the absence of a termination threat renders the union security clause unenforceable, nonexistent or precatory. To the contrary, the employees have received multiple demand letters and threats of lawsuits from the Teamsters. (See Ex. 2, pp. 1-8, and particularly pp. 1, 4, 5 & 8). This surely constitutes enforcement of a union security clause as a "condition of employment" with the LA Times. Thomas R. Haggard, Compulsory Unionism, the NLRB and the Courts at p. 3 (U. PA 1977) ("external compulsion" is the hallmark of a "union security" clause).

Here, if the employee does not pay, he *will* be hauled into California state court and sued to collect those obligatory dues or fees – solely on account of his employment and the union's collective bargaining agreement with the LA Times. The Teamsters are adamant that the union security clause in this case creates a contractual financial obligation on employees that is owed "as a condition of their employment" with the LA Times. The fact that the mechanism for enforcement is something other than discharge is irrelevant to the plain text and meaning of Sections 8(a)(3) and 9(e) of the Act.

The Teamsters' intention to enforce the union security clause is also demonstrated by the fact that the union has sent the LA Times employees a "Beck Objection"

notification. (See Ex. 2, p. 9). Such notification is mandated by the Board only if there exists a valid union security clause and a formal demand for payment under that clause. California Saw & Knife Works, 320 NLRB 224 (1995); L.D. Kichler Company, 335 NLRB 1427 (2001). The Teamsters do not voluntarily hand out Beck notices to employees – unless and until they are forced to do so by the law.

Here, the union obviously believes that it is required to do so, precisely because it is enforcing this compulsory dues clause. Indeed, the Beck notification given to Mr. Carey and his co-workers (Ex. 2, p. 9) explicitly states that "Agency fee payors [those who receive the notice] . . . are those individuals *covered by a union security agreement* who meet their financial *obligations*. . . ." (emphasis added). These are not words of "volunteerism," but rather words of compulsion that flow directly from the union security clause that the Teamsters are intent on enforcing. Section 9(e) of the Act permits a deauthorization election under these circumstances. See H.R. Rep. No. 1082 at 2-3 (1951), reprinted in 1951 U.S.C.C.A.N. 2379 ("the bill continues to safeguard employees against subjection to union-shop agreements which a majority disapproves"); Covenant Aviation Security, 349 NLRB at 700 (the purpose of Section 9(e) is to provide employees with a safety value against union compulsion).

POINT 3: THE BOARD'S EXISTING RULES AND CASEHANDLING MANUALS ARE NOT DETERMINATIVE OF THE ISSUE PRESENTED.

The Regional Director's dismissal letter cited Casehandling Manual ("CHM") Section 11512, and found it significant that the Board's standard deauthorization ballot

uses the terms "payments to the union *in order to retain your jobs*." (Dismissal letter, Ex. 4, p. 3; see also Blackfoot Telephone Cooperative, 19-UD-599 (Apr. 25, 2008), a similar case which also cited the language of the CHM). (A copy of Blackfoot is attached as Ex. 3). But this citation to the CHM elevates form over substance because the Board's internal rules or procedures (such as generic language in the CHM) cannot defeat the wording or intent of the Act itself. It is true that the vast majority of union security clauses culminate in discharge, and it is therefore true that the ballot language suggested in CHM Section 11512 (about "retaining your jobs") is appropriate to those common situations. However, the fact that the CHM does not contemplate the novel situation presented here does not mean that the election is improper under Sections 8(a)(3) and 9(e). To the contrary, the election can go forward with slightly modified language to properly describe this situation, such as "payments to the union required under the contract."

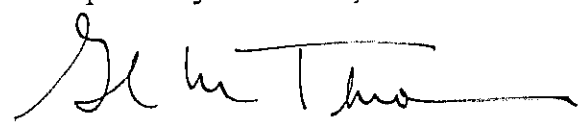
Alternatively, the "retain your jobs" language of CHM Section 11512 can be broadly construed to cover this situation, since employees *will* be sued by the Teamsters – as a condition of their employment and as a result of retaining their jobs – if they do not pay the fees demanded. The Teamsters have certainly made the threat that "if you retain your jobs and don't pay, we'll sue you to collect," and the language of CHM Section 11512 is not inconsistent with that threat. (Ex. 2, pp. 1-8).

POINT 4: THE POLICY OF THE ACT FAVORS ALLOWING THE SAFETY VALVE OF DEAUTHORIZATIONS, NOT DISALLOWING THEM ON HYPER-TECHNICAL GROUNDS.

Finally, the Board must remember that Congress granted the Petitioner and his co-workers a statutory right in Section 9(e) of the Act to deauthorize all compulsory unionism clauses, and this right has always been liberally construed. See, e.g., Gilchrist Timber Co., 76 NLRB 1233 (1948) (Board rejects the argument that a deauthorization election cannot be held within one year of a certification election); Monsanto Chemical Corp., 147 NLRB 49 (1964) (same); see also Great Atlantic & Pacific Tea Co., 100 NLRB 1494 (1952) (Board rejects the argument that a "contract bar" rule should be applied to deauthorization elections); Albertson's/Max Food Warehouse, 329 NLRB 410 (1999) (rejecting Colorado's arbitrary limits on employees' statutory right to conduct a deauthorization election at a time of their choosing); Covenant Aviation Security, 349 NLRB 699 (2007) (Regional Director wrongly dismissed deauthorization petition where the showing of interest was collected prior to the offending union security clause taking effect). Permitting clever draftsmanship by the Teamsters to thwart employees' rights under Section 9(e) of the Act raises form over substance and allows the union to destroy a clear statutory mandate. Since there is no Board case law on point, the default position should be to conduct the requested deauthorization election, not to scuttle it based upon hyper-technicalities.

CONCLUSION: The Regional Director's decision should be reversed. The deauthorization election should be allowed, to protect the statutory rights of Leon Carey, Jr. and scores of other employees under Section 9(e). These employees have the statutory right under Section 9(e) to be free from any contractual obligation to pay dues or fees.

Respectfully submitted,



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Counsel for Petitioner Leon Carey, Jr.

CERTIFICATE OF SERVICE

I hereby certify that the foregoing Request for Review was sent via e-mail, and by the U.S. Postal Service, first-class postage prepaid, to:

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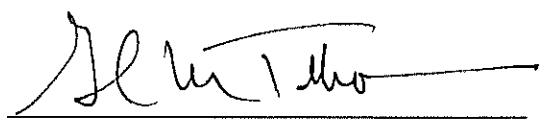
and by the U.S. Postal Service, first-class postage prepaid to:

Regional Director James Small
National Labor Relations Board Region 21
888 South Figueroa Street, 9th Floor
Los Angeles, CA 90017-5449

Graphic Communication Conference, IBT Local 140-N
24009 Pasala Court
Valencia, CA 91355

Los Angeles Times
1375 Sunflower Avenue
Costa Mesa, CA 92626

this 26th day of August, 2009



Glenn M. Taubman

Section 14.2. Rights of Part-time Employees. Part-time employees shall be subject to the provisions of this Agreement including the grievance and arbitration procedure except those provisions relating to vacations, holidays, leaves of absence (except as otherwise required by law), layoff and recall. Their eligibility for benefits, if any, shall be as provided for in the relevant plan documents. Part-time employees shall not have seniority for any purpose.

ARTICLE XV
Union Security

Section 15.1. Union Security. The requirement that employees become members of the Union and remain in the Union in good standing, as a condition of employment, shall be deemed satisfied so long as a non-member of the Union pays to the Union an amount equivalent to the Union's regular dues and initiation fees, or such amounts reduced by the portion thereof, if any, not germane to collective bargaining, contract administration or grievance adjustment. The appropriate portion ("agency fee") shall be calculated by the Union in accordance with applicable law.

Section 15.2. Notwithstanding the above paragraph, the language "as a condition of employment" shall not be construed under any circumstances as the Union having the right to request termination of an employee or the Employer having an obligation to terminate an employee for the failure to pay union dues or agency fees, or otherwise remaining in good standing.

ARTICLE XVI
Dues Check-off

Section 16.1 Dues Checkoff. The Employer will deduct union dues as a matter of convenience to the employees and the Union, once each month. Each employee shall furnish the Employer with a voluntary signed payroll deduction authorization card. Such deductions shall be made only for authorizations that are on file with the Employer and not revoked or cancelled in writing by the employee. The Union agrees to indemnify and save harmless the Employer from any payment or action the Employer may be required to make or defend as a result of any payroll deduction of union dues.

If requested by the Union in writing, the Employer will forward to the Union a payroll report listing each employee's deductions.

ARTICLE XVII

Exhibit 1

GCC/IBT

Dear Brothers and Sisters:

Welcome to the Graphic Communications Conference of the International Brotherhood of Teamsters (GCC/IBT). You, your coworkers and the GCC/IBT have worked hard to win a collective bargaining agreement which is the first labor agreement between Los Angeles Times Management and its pressroom employees in 40 years. In order to make the L.A. Times pressrooms a better place to work, the GCC/IBT and your fellow coworkers are asking you to fulfill your membership in the union.

Under the law, no individual is required to become a member of the union. However, under an agreement reached between the GCC/IBT and the L.A. Times, all members of the bargaining unit are required to pay their monthly dues. If you indicate that you do not wish to become a member of the Union, you will become an ***agency fee payer.*** An agency fee payer must pay the full periodic dues uniformly required for the acquisition and retention of membership in the union, but is not a member of the union. In other words, you must pay full union dues, but you will give up all of the rights, privileges, and benefits of union membership. *

I hope you realize the distinct and significant advantages of union membership that you will lose if you resign from the union. First, only members can:

- Vote to ratify collective bargaining agreements;
- Attend union meetings at which proposals for collective bargaining are formulated and discussed;
- Attend and participate in all union meetings;
- Vote for union officers;
- Hold union office; and
- Participate in members-only benefits sponsored by your local union or the GCC/IBT.

Second, you will not be eligible to participate in the Inter-Local Pension Fund.

Third, only members can participate in the GCC/IBT Benevolent Trust Fund, which provides a death benefit of up to $2,500.

Fourth, only members can participate in union benefit programs which, among features such as home buying/selling and mortgage assistance, provide a credit card with an annual interest rate that may be substantially lower than those available to the general public.

A dues check-off authorization form that will allow the LA Times to deduct your dues from your paycheck each month is enclosed. I strongly encourage you to submit the dues check-off authorization form. Your failure to do so will result in you being required to mail-in or hand-deliver your dues each month to Local 140-N by the 15th of each month. If you fail to remit your monthly dues, you will be considered delinquent in the payment of required dues and the GCC/IBT will be permitted to take legal action to ensure your payment of required dues.

Please contact me if you have any questions.

Sincerely and fraternally,
Mike Huggins,
Conference Representative

Exhibit 2
Page 1

DUES CHECK-OFF AUTHORIZATION

The undersigned hereby authorizes and requests the Los Angeles Times to deduct monthly from his or her wages the Union dues, initiation fees and assessments, and to pay over said sums monthly to GCC/IBT Local No. 140-N. It is understood that this check-off authorization may not be revoked by the undersigned sooner than one year from the date hereof or the termination date of the contract or any renewals thereof between the Union and the Company, whichever occurs sooner, and that revocation may be effected only upon ten (10) days' written notice from the undersigned to the Company.

Print	*Signature*	*Date*

GCC/IBT LOCAL 140-N

Teamsters – GCC/IBT 140-N

April 22, 2009

Leon Carey, Jr.
P.O. Box 251, #B-21
Surfside, CA 90743

Re: Unpaid Union Dues – February & March & April 2009

Dear Leon,

Please be advised that your union dues for the months of February, 2009, in the amount of $60, and for the month of March 2009 in the amount of $60, in the month of April, 2009, in the amount of $60, (Totaling $180.00), have not been paid.

Please remit your payment to Local 140-N

Linard Williams
Secretary Treasurer
25852 McBean Parkway Unit # 312
Valencia, CA 91355

Thank you.

Linard Williams

Linard Williams
Secretary of Treasurer

TUESDAY, APRIL 07, 2009

Unemployment Contact Information and More

Several calls were received inquiring about Union contact information for Unemployment applications. Our Secretary Treasurer Linard Williams asked that we use the following address and phone number :

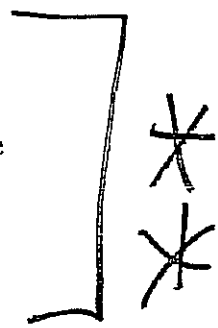
GCC/IBT Local 140-N
Secretary Treasurer
Linard Williams
25852 McDean Parkway Unit 312
Valencia, Ca. 91355

Phone: (818) 370-7051

For those currently employed, this address should also be used for sending Beck Objections for Agency Fee Payer dues as described in an earlier post and mailing. This is a requirement under the International Constitution and must be completed in writing in order to pay reduced monthly dues.

Also, the names and dues check-off applications of approximately 16-19 individuals were given to management, (Russ) on two separate occasions, which he claims to have not received. Linard hand delivered the forms and dues deductions will begin on the next deduction cycle.

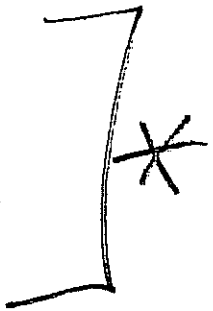
Anyone having not submitted an authorization form can send any dues that are in arrears to the address above in the amount of $60.00 for the months of February and March. Dues are deducted on the second pay period of each month, so April's dues are due soon and can be included also. A letter informing those who have chosen to ignore their dues obligation will be notified and given an opportunity to bring their dues current. The Local will after that time begin to persue legal action to recover the delinqent amount owed to the Local and that future dues are to be received by the Secretary Treasurer when due.



Dues refunds are expected to be sent to any of the 63 employees laid off that were having dues automatically deducted prior to being disgracefully shown the door. Use the number above to contact Linard to see if your dues refund is on it's way.

[illegible] 10-15 PM 0 COMMENTS

Anyone having not submitted an authorization form can send any dues that are in arrears to the address above in the amount of $60.00 for the months of February and March. Dues are deducted on the second pay period of each month, so April's dues are due soon and can be included also. A letter informing those who have chosen to ignore their dues obligation will be notified and given an opportunity to bring their dues current. The Local will after that time begin to persue legal action to recover the delinqent amount owed to the Local and that future dues are to be received by the Secretary Treasurer when due.



De-Authorization Drive

Once again, certain individuals are soliciting signatures to de-authorize the union security and dues checkoff language of the contract. These individuals have obtained the signatures in violation of the law. Supervision was notified on several occassions that these individuals were approaching bargaining unit employees during work hours, on the floor, during the runs. There have been numerous accounts from members in which complaints of being exposed to potential safety hazards when signatures were being sought from them while performing work on the press equiptment.

The consequences of de-authorization would cripple the union's ability to defend its members. The company is very aware of this fact and would love nothing more than for this to occur. It would allow them to trample all over the remaining employees and the union would be financially unable to retain legal counsel. The Local would also be financially effected and unable to operate effectively enough to serve the membership. This is to the benefit of the company and not the employees. Don't support this campaign against the union.

WEDNESDAY, APRIL 15, 2009

De-Authorization Petition Blocked

On Friday April 10, 2009 GCC/IBT Local 140-N received a notice from the N.L.R.B. that Orange County Operator, Lee Carey filed a Petition for a de-authorization election. The purpose of de-authorization is to have the union security and dues check-off language stripped from the contract. The remainder of the contract remains in force.

Although Carey, Saterlee and Espinosa have the right, their motives are again questionable at best.

Our Attorney informed our Local that our pending board charges serve to block the attempt to have the Board grant an election at this time. We have also informed the board that we are challenging the petition and charge that the solicitation of signatures was tainted. This will prevent the petition from being considered at a later time when current charges are addressed by the board.

More on this subject as it progresses.

POSTED BY RONNIE FIELDS AT 6:50 PM 0

De-Authorization Drive

Once again, certain individuals are soliciting signatures to de-authorize the union security and dues checkoff language of the contract. These individuals have obtained the signatures in violation of the law. Supervision was notified on several occassions that these individuals were approaching bargaining unit employees during work hours, on the floor, during the runs. There have been numerous accounts from members in which complaints of being exposed to potential safety hazards when signatures were being sought from them while performing work on the press equiptment.

The consequences of de-authorization would cripple the union's ability to defend its members. The company is very aware of this fact and would love nothing more than for this to occur. It would allow them to trample all over the remaining employees and the union would be financially unable to retain legal counsel. The Local would also be financially effected and unable to operate effectively enough to serve the membership. This is to the benefit of the company and not the employees. Don't support this campaign against the union.

April 24, 2009

Dear Brothers and Sisters,

As most of you know, there has been a petition filed by a disgruntled employee who has continuously lied to his co-workers in order to get his way. This petition is nothing more than a way to keep the workers divided and for this person to show his ignorance to all.

The purpose of the petition is to remove the union security clause from the union contract and allow him the right to be represented by the union without paying union dues. We are sure that this person has also created the rumors about your local officers receiving job offers, cars and other extravagant perks. *

There have been a lot of disagreements between the union and the company since the ratification of this new first time contract and to have a disgruntled worker create division amongst the workers when our union reps are trying to resolve these disagreements is selfish, all about him, and makes him a free rider who wants something for nothing.

We feel that the person who filed this petition with the National Labor Relations Board misled his co-workers and illegally obtained signatures in order get his way. If anyone feels they were lied to or misled, they can contact the NLRB and ask that their signature be removed or create your own petition to have your name removed and file it with the NLRB claiming you were misled and lied to.

If this petition moves forward to an election date, it will be the responsibility of our union to defend our members right to keep intact the union contract that was negotiated and ratified by a large majority of our members. This will cost more of your dues and ultimately divide us when we should be uniting.

During these troubling times newspapers are facing, we should spend our energy on creating a working relationship with our employer and provide the best skilled labor possible to put out what is still the finest newspaper in the world, the **Los Angeles Times.** Our jobs depend on working together and making this newspaper profitable.

Don't let this person, who is only thinking of himself; wipe out all the hard work that you have put into in gaining a voice in your wages, hours and working conditions. As quoted by the majority of you at the ratification meeting "It may not be the best union contract but it's a start"
Keep the faith.

Mike Huggins
GCC/IBT
Conference Representative

NOTICE ON WORKER OBJECTIONS TO AGENCY FEES

Annual notice is hereby given of the policy on worker objections to agency fees which has been adopted by the General Board in response to the United States Supreme Court's 1988 decision in Beck v. CWA. The policy sets forth a formal procedure by which an agency fee payer may file an objection to the payment of that portion of his or her dues which is attributable to expenditures for activities which are not germane to collective bargaining. The policy applies only to agency fee payers who work in the United States. The policy applies to the Conference, district councils, and local unions.

Agency fee payers (also referred to as "financial core members") are those individuals covered by a union security agreement who meet their financial obligations by paying all dues, fees, and assessments, but elect not to become or remain actual members of the union. Agency fee payers may not exercise the rights of membership such as running for union office, electing union officers, ratifying contracts, and voting on strikes. They may be eligible to receive strike benefits if they are participants in the Defense Fund, but they are not eligible to receive benefits from the Graphic Communications Benevolent Trust Fund whose benefits are for members only. The policy adopted by the General Board includes the following elements:

1. The agency fee payable by objectors will be based on the expenditures of the Conference, district councils, or local unions for those activities or projects normally or reasonably undertaken by the union to advance the employment related interests of the employees it represents. Among these "chargeable" expenditures are those for negotiating with employers, enforcing collective bargaining agreements, informal meetings with employer representatives, discussing work-related issues with employees, handling employees' work-related problems through the grievance procedure, administrative agencies, or informal meetings, and union administration. Based upon an independent audit by the Conference's auditors, it has been determined that eighty and six one hundredths percent of the Conference's expenditures for fiscal 2008 were for such activities. Because at least as great a proportion of district council and local union total expenditures are spent on "chargeable" activities as are spent by the Conference, in calculating the amount of local union dues to be paid by objectors, district councils and local unions may exercise the option of presuming that the Conference's percentage of chargeable activities applies to the district council or local union also. Alternatively, district councils or local unions may calculate their own percentage of chargeable activities.
2. Objectors will be given an explanation of the basis for the fee charged to them. That explanation will include a more detailed list of categories of expenditures deemed to be "chargeable" and those deemed to be "nonchargeable" and the accountants' report showing the Conference's expenditures on which the fee is based. Objectors will have the option of appealing the union's calculation of the fee, and a portion of the objector's fee shall be held in escrow while he or she pursues that appeal. Details on the method of making such a challenge and the rights accorded to those who do so will be provided to objectors with the explanation of the fees calculation.
3. Objections for the year 2009 must be filed on or before Dec. 31, 2008 for current agency fee payers unless this requirement has been waived by the Conference. Timely objections are for one year and will expire on Dec. 31, 2009. If an employee is not an agency fee payer, the employee must assume non-member status and file an objection to be eligible for a reduction of dues for the period beginning with the timely receipt of the objection and ending Dec. 31, 2009. New employees who wish to object must not obtain member status and must file an objection within thirty days of first receiving notice of this policy for a reduction of dues for the period beginning with receipt of a timely objection and ending Dec. 31, 2009.

Objections should be sent to the attention of the Agency Fee Administrator, Office of the Secretary-Treasurer, Graphic Communications Conference/IBT, 1900 L Street, N.W., Washington, D.C. 20036. The objection should be signed and contain the objector's current home address, place of employment, and district council and/or local union number. Copies of the full text of the procedures for worker objections to agency fees are available upon request from the Agency Fee Administrator.

United States Government
NATIONAL LABOR RELATIONS BOARD
Region 19
2948 Jackson Federal Building
915 Second Avenue
Seattle, Washington 98174-1078

Telephone: (206) 220-6300
Toll Free: 1-866-667-6572
Facsimile: (206) 220-6305
Agency Web Site: *www.nlrb.gov*

April 25, 2008

Mary C. "Ketty" Monzon
2103 S. 12th Street West
Missoula, MT 59801

Re: Blackfoot Telephone Cooperative
Case 19-UD-599

Dear Ms. Monzon:

The above-captioned case, petitioning for a secret-ballot election under Section 9(e) of the Act to determine whether certain of the employees of Blackfoot Telephone Cooperative ("Employer") wish to withdraw the authority of IBEW Local 768 ("Union") to require, under its agreement with their employer, that employees make certain lawful payments to the Union in order to retain their jobs, has been carefully reviewed and considered.

As a result of the investigation, I find that further proceedings are unwarranted as the investigation disclosed that the contract between the Employer and Union does not contain a union security clause as contemplated by the proviso to Section 8(a)(3) of the Act. Accordingly, as explained in detail below, I am dismissing the petition in this matter.

The relevant facts, as presented by the Parties in response to my April 11, 2008 Order to Show Cause are undisputed. In 2007, the Employer and Union entered into negotiations for a new collective bargaining agreement ("Agreement"). The Union proposed to include a union security clause in the Agreement which would condition the employment of employees on the payment of dues or representational fees to the Union. The Employer refused to agree to such a clause. However, the Employer and Union agreed to include Section 2.3 in the Agreement under which unit employees "must become members of the union or pay a representation fee in an amount lawfully determined by the Union" within 30 days after the effective date of the Agreement or within 30 days of the date of hire of any employee hired after the effective date.[1] The Parties,

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1 Section 2.3 in full states:

> In recognition of the Union's duty to fairly represent all of the members of the bargaining unit, in further recognition that the duty to represent members of the bargaining unit has a cost to the union and in further recognition that all employees covered by this agreement, receive certain benefits because of this Agreement, the parties agree that within 30 days after the effective date of this Agreement (for existing employees) and within 30 days of the date of hire of any employee hired after the effective date of this Agreement, all employees covered by this Agreement must become members of the union or pay a representation fee in an amount lawfully determined by the Union. The parties agree that

Exhibit 3

however, specifically agreed during negotiations that an employee's continued employment was not to be conditioned on Union membership or financial support to the Union. As such, the Agreement states that "union membership, the payment of union dues, or the payment of representation fees, are not conditions of employment. The parties agree that it is solely the Union's right and responsibility to enforce this provision and that in enforcing this provision, the Union may not demand, and the Cooperative has no obligation, to discharge or take any other action with regard to any employee who is not in compliance with this provision."

The evidence also reveals that since the effective date of the Agreement, January 1, 2008, 40 of the 79 employees in the bargaining unit have become members of the Union, and only 35 currently pay dues. Despite the language in the Agreement, however, neither the Union nor the Employer has taken any action against unit employees who are not members or who are not paying representational dues and the Union has not requested the Employer take any action.

Section 8(a)(3) of the Act states in relevant part that:

> "nothing in this Act, or in any other statute of the United States, shall preclude an employer from making an agreement with a labor organization ... to require as a *condition of employment* membership therein on or after the thirtieth day following the beginning of such employment or the effective date of such agreement, whichever is later (i) if such labor organization is the

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union membership, the payment of union dues, or the payment of representation fees, are not conditions of employment. The parties agree that it is solely the Union's right and responsibility to enforce this provision and that in enforcing this provision, the Union may not demand, and the Cooperative has no obligation, to discharge or take any other action with regard to any employee who is not in compliance with this provision. In addition, this section of the Agreement, or any action taken by the Union to enforce this section of the Agreement, are not subject to the Agreement's grievance provision. Instead the parties agree that any dispute between the Union and a member of the bargaining unit concerning compliance with this provision shall be submitted to binding arbitration under the following procedures:

1. The Union must notify the affected employee in writing of the employee's obligation under this provision and his or her failure to comply with this provision;
2. If the employee fails to comply with this provision after receiving such written notice, the employee and the Union must select an arbitrator to hear any dispute about whether dues or fees are owed by the employee to the Union and if so, in what amount. The arbitrator shall be selected by the employee and the Union using the procedures for selecting an Arbitrator as provided for in Section 13.3, Step 3 of this contract.
3. The Union shall pay the entire fee of the Arbitrator.
4. The Arbitrator's decision concerning the amount of dues or fees owing to the Union by the Employee (if any) shall be final and binding.
5. The Cooperative shall be notified of such proceedings, but shall have no obligation to participate in such proceedings

> representative of the employees as provided in section 9(a) [section 159(a) of this title], in the appropriate collective-bargaining unit covered by such agreement when made, and (ii) unless following an election held as provided in section 9(e) [section 159(e) of this title] within one year preceding the effective date of such agreement, the Board shall have certified that at least a majority of the employees eligible to vote in such election have voted to rescind the authority of such labor organization to make such an agreement: *Provided further*, That no employer shall justify any discrimination against an employee for nonmembership in a labor organization (A) if he has reasonable grounds for believing that such membership was not available to the employee on the same terms and conditions generally applicable to other members, or (B) if he has reasonable grounds for believing that membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining membership... (emphasis added)

As such, the Act permits a labor organization and an employer to enter into a union security clause requiring membership in a union as a condition of employment under the specific guidelines set forth in Section 8(a)(3). However, the Act also provides an escape valve for employees who seek to rescind a union security clause. Section 9(e) of the Act states that if there is a union security clause between an employer and union that meets the criteria of Section 8(a)(3), employees may petition for a secret ballot election to determine if a majority of employees in the unit wish to rescind the clause.[2] As stated, the statutory language contemplates that such a clause affects the continued employment of the unit employees. This concept is carried forth throughout the deauthorization process, including during the election itself. Thus, the secret ballot presented to voters asks, "Do you wish to withdraw the authority of your bargaining representative to require under its agreement with the employer that employees make certain lawful payments to the union *in order to retain your jobs*?" CHM Section 11512 (emphasis added).

Here, the uncontroverted evidence shows that the Employer and Union did not intend Section 2.3 to affect the continued employment of unit employees. Thus, Section 2.3 specifically expresses the parties' understanding that Union membership and payment of Union dues or representation fees are not conditions of employment. Further, the Section acknowledges that only the Union can seek to enforce the expected obligations and that the Union may not

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2 Section 9(e) of the Act states in part: **[Secret ballot; limitation of elections]** (1) Upon the filing with the Board, by 30 per centum or more of the employees in a bargaining unit covered by an agreement between their employer and labor organization made pursuant to section 8(a)(3) [section 158(a)(3) of this title], of a petition alleging they desire that such authorization be rescinded, the Board shall take a secret ballot of the employees in such unit and certify the results thereof to such labor organization and to the employer.

demand, and the Employer has no obligation, to take any action with regard to any employee not in compliance with the Section.

I do recognize however that Section 2.3 purports to obligate employees to "become members of the union or pay a representation fee in an amount lawfully determined by the Union." Thus, the Section does contain one essential attribute of a union security clause.[3] On the one hand, the arbitration system designed to enforce Section 2.3 could be viewed as a functional equivalent to the customary union security enforcement mechanism. However, on balance, I conclude that the parties' express disavowal that the clause creates a condition of employment, coupled with the other reservations in the clause, makes a UD petition inappropriate, at least at this time. In support of this conclusion, I also note that the ballot question which would be presented to voters in the election sought by this petition raises a question not applicable to these circumstances, as job retention is not impacted by Section 2.3. Without such intent, Section 2.3 appears to not fall within the realm of the proviso to Section 8(a)(3) of the Act. Consequently, the election process set forth in Section 9(e) cannot be implemented. Therefore, I am dismissing the instant petition.[4]

Pursuant to the National Labor Relations Board's Rules and Regulations, Series 8, as amended, you may obtain a review of this action by filing a request with the Executive Secretary, National Labor Relations Board, 1099 14th Street, N.W., Washington, DC 20570. A copy of such request must be served on the Regional Director and each of the other parties to the proceeding. This request for review must contain a complete statement setting forth the facts and reasons on which it is based. The request for review (eight copies) must be received by the Executive Secretary of the Board in Washington, DC by close of business on May 9, 2008, at 5:00 p.m. (ET). You should be advised that Section 102.114 of the Board's Rules and Regulations precludes acceptance of a request for review by facsimile transmission. Upon good cause shown, however, the Board may grant special permission for a longer period within which to file.

A request for review may also be submitted by electronic filing. See the attachment provided in the initial correspondence in this case or refer to OM 05-30 and OM 07-07, which are available on the Agency's website at www.nlrb.gov for a detailed explanation of requirements which must be met when electronically submitting documents to the Board and Regional Offices. On the home page of the Board's website, select the E-Gov tab and click on E-Filing. Then select the NLRB office for which you wish to E-File your documents. Detailed E-Filing instructions explaining how to file the documents electronically will be displayed.

A copy of the request for review must be served on each of the other parties to the proceeding, as well as on the undersigned, either by mail or by electronic filing. A request for extension of time should be submitted to the Executive Secretary of the Board in Washington, DC, and a

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3 I am unaware of any precedent addressing whether the specific, unique provisions of Section 2.3 constitute a union security clause within the meaning of Section 8(a)(3) of the Act.

4 As noted, there is no evidence that the Union has taken any action or requested any action be taken against employees who fail to become members or who fail to financially support the Union. If such action takes place and a UD petition is filed, or if an unfair labor practice charge is filed, the Region will revisit the issues involving Section 2.3.

copy of any such request for extension of time should be submitted to the Regional Director and to each of the other parties to this proceeding. The request for review and any extension of time for filing must include a statement that a copy has been served on the Regional Director and on each of the other parties to this proceeding, and a copy must be served in the same or faster manner as that utilized in filing the request with the Board. When filing with the Board is accomplished by personal service, however, the other parties shall be promptly notified of such action by telephone, followed by service of a copy by mail.

Very truly yours,

/s/ Richard L. Ahearn

Richard L. Ahearn
Regional Director

Enclosures

cc: National Labor Relations Board, Attn: Executive Secretary, 1099 - 14th Street N.W., Washington, D.C. 20570

Blackfoot Telephone Cooperative
Attn: William A. Squire
1221 North Russell
Missoula, MT 59802

IBEW Local 768
Attn: Larry Langley
P.O. Box 1095
Kalispell, MT 59903

Karl Englund, Attorney
P.O. Box 8358
Missoula, MT 59807

United States Government
NATIONAL LABOR RELATIONS BOARD
Region 21
888 South Figueroa Street, Ninth Floor
Los Angeles, CA 90017-5449
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Facsimile: (213) 894-2778
E-mail: Region21@nlrb.gov

70th Anniversary
1935 - 2005

Resident Office:
555 W Beech Street - Suite 418
San Diego, CA 92101-2939
Telephone: (619) 557-6184
Facsimile: (619) 557-6358

May 26, 2009

Glenn Taubman, Staff Attorney
National Right to Work Legal
Defense Foundation, Inc.
8001 Braddock Road, Suite 600
Springfield, VA 22160

Re: Los Angeles Times
Case 21-UD-415

Dear Mr. Taubman:

The above-captioned case, petitioning for a secret-ballot election under Section 9(e) of the Act to determine whether certain of the employees of the Los Angeles Times Communications, LLC[1] ("Employer") wish to withdraw the authority of the Graphic Communications Conference, International Brotherhood of Teamsters, Local 140-N ("Union") to require, under its agreement with their employer, that employees make certain lawful payments to the Union in order to retain their jobs, has been carefully reviewed and considered.

The Employer and Union have a current collective bargaining agreement which runs until May 31, 2011. Article XV (Union Security) reads as follows:

> "Section 15.1. Union Security. The requirement that employees become members of the Union and remain in the Union in good standing, as a condition of employment, shall be deemed satisfied so long as a non-member of the Union pays to the Union an amount equivalent to the Union's regular dues and initiation fees, or such amounts reduced by the portion thereof, if any, not germane to collective bargaining, contract administration or grievance adjustment. The appropriate portion ('agency fee') shall be calculated by the Union in accordance with applicable law.

[1] The name of the Employer has been changed to reflect the correct name of the Employer.

Exhibit 4

> Section 15.2. Notwithstanding the above paragraph, the language 'as a condition of employment' shall not be construed under any circumstances as the Union having the right to request the termination of an employee or the Employer having an obligation to terminate an employee or the Employer having an obligation to terminate an employee for the failure to pay union dues or Agency fees, or otherwise remain in good standing."

Section 8(a)(3) of the Act in part reads as follows:

> "by discrimination in regard to hire or tenure of employment or any term or condition of employment to encourage or discourage membership in any labor organization: *Provided*, That nothing in this Act..., or in any other statute of the United States, shall preclude an employer from making an agreement with a labor organization...to require as a condition of employment on or after the thirtieth day following the beginning of employment or the effective date of such agreement, whichever is the later, (i) if such labor organization is the representative of the employees as provided in section 9(a)...in the appropriate collective-bargaining unit covered by such agreement, when made, and (ii) unless following an election held as provided in section 9(e)...within one year preceding the effective date of such agreement, the Board shall have certified that at least a majority of the employees eligible to vote in such election have voted to rescind the authority of such labor organization to make such an agreement."

I note the collective bargaining agreement at Article I states the labor organization was certified in the bargaining unit covered by the collective bargaining agreement in Case 21-RC-20939. Records of Case 21-RC-20939 establish the Union was certified on June 11, 2007.

The Act permits a labor organization and an employer to enter into a union security clause requiring membership in a union as a precondition of employment under the specific guidelines set forth in Section 8(a)(3). The Act, in addition, also provides an escape valve for employees who seek to rescind a union security clause. Section 9(e)[2] of the Act states that, if there is a union security clause between an employer and a labor organization that meets the criteria of Section 8(a)(3), employees may petition for a secret ballot election to determine if a majority of the employees in the unit wish to rescind the clause.

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[2] Section 9(e) of the Act states in part: "(1) Upon the filing with the Board, by 30 per centum or more of the employees in a bargaining unit covered by an agreement between their employer and labor organization made pursuant to section 8(a)(3)..., of a petition alleging they desire that such authorization be rescinded, the Board shall take a secret ballot of the employees in such unit and certify the results thereof to such labor organization and to the employer."

As stated, the statutory language contemplates that such a clause affects the continued employment of the unit employees. This concept is carried forth throughout the deauthorization process, including during the election itself. Thus, the secret ballot presented to voters asks: "Do you wish to withdraw the authority of your bargaining representative to require under its agreement with the employer that employees make certain lawful payments to the union *in order to retain your jobs*?" (emphasis added) CHM Section 11512

Section 15.1 of the contract states that the "requirement that employees become members of the Union and remain in the Union in good standing, as a condition of employment shall be deemed satisfied...." Assuming *arguendo* this language does establish as a condition of employment that employees must join the Union or pay an "agency fee" as set forth in the last part of Section 15.1, then the Section does contain one essential attribute of a union security clause.

Section 15.2 specifically states the Union may **not** request the Employer to terminate an employee "for the failure to pay union dues or agency fees, or otherwise remain in good standing." 15.2 further states the Employer does not have any obligation to terminate an employee for the failure to pay dues or agency fees or otherwise remain a member in good standing.

Thus the question on the ballot to be presented to the employees in a UD election does not raise any question applicable to the employees in this unit of the Employer as job retention is not impacted by Article 15 of the collective bargaining agreement. Consequently, the election process set forth in Section 9(e) cannot be implemented. Accordingly, I am dismissing the instant petition.

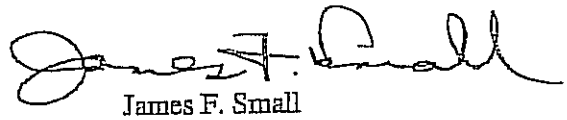
Right to Request Review: Pursuant to the provisions of Section 102.67 of the National Labor Relations Board's Rules and Regulations, Series 8, as amended, you may obtain review of this action by filing a request with the Executive Secretary, National Labor Relations Board, 1099 14th Street, N.W., Washington, DC 20570-0001. This request for review must contain a complete statement setting forth the facts and reasons on which it is based.

Procedures for Filing a Request for Review: Pursuant to the Board's Rules and Regulations, Sections 102.111 – 102.114, concerning the Service and Filing of Papers, the request for review must be received by the Executive Secretary of the Board in Washington, DC by close of business on June 9, 2009, at 5:00 p.m., EDT, unless filed electronically. **Consistent with the Agency's E-Government initiative, parties are encouraged to file a request for review electronically.** If the request for review is filed electronically, it will be considered timely if the transmission of the entire document through the Agency's website is **accomplished by no later than 11:59 p.m. Eastern Time** on the due date. Please be advised that Section 102.114 of the Board's Rules

and Regulations precludes acceptance of a request for review by facsimile transmission. Upon good cause shown, the Board may grant special permission for a longer period within which to file.[3] A copy of the request for review must be served on each of the other parties to the proceeding, as well as on the undersigned, in accordance with the requirements of the Board's Rules and Regulations.

Filing a request for review electronically may be accomplished by using the E-filing system on the Agency's website at www.nlrb.gov. Once the website is accessed, select the E-Gov tab and then click on E-filing link on the pull down menu. Click on the "File Documents" button under Board/Office of the Executive Secretary and then follow the directions. The responsibility for the receipt of the request for review rests exclusively with the sender. A failure to timely file the request for review will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off line or unavailable for some other reason, absent a determination of technical failure of the site, with notice of such posted on the website.

Very truly yours,



James F. Small
Regional Director

cc: (See next page)

[3] A request for extension of time, which may also be filed electronically, should be submitted to the Executive Secretary in Washington, and a copy of such request for extension of time should be submitted to the Regional Director and to each of the other parties to this proceeding. A request for an extension of time must include a statement that a copy has been served on the Regional Director and on each of the other parties to this proceeding in the same manner or a faster manner as that utilized in filing the request with the Board.

cc: Office of the Executive Secretary
1099 14th Street, NW, Suit 11600
Washington, DC 20005-3419

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